

BOBBY JINDAL  
GOVERNOR



KRISTY H. NICHOLS  
COMMISSIONER OF ADMINISTRATION

# State of Louisiana

Division of Administration  
Office of State Procurement

Mr. Julian "Bud" Thompson  
Director  
Division of Administration  
Office of Risk Management  
Post Office Box 91106  
Baton Rouge, LA 70821-9106

Dear Mr. Thompson:

Enclosed are approved copies of the following contract received in our office on March 3, 2015.

**Division of Administration**

**CFMS # 734912 Lerch Bates Inspection**

The number listed prior to the contractor's name has been assigned by this office and is used as identification for the contract. Please use these numbers when referring to the contract in correspondence or amendment(s).

**Because of the requirements of R.S. 39:1496(B), the maximum amount of this contract shall not be increased so as to exceed \$49,999.00. For purposes of applying this limit, subsequent related contracts may be included. Please be advised that unless otherwise justified, future contracts may be subject to the RFP process. For succeeding fiscal years of these contracts, 2016, a BA-22 specifying the funds available for that particular year shall be submitted by September 30th to the Office of Contractual Review.**

Approval of continuing services contracts is contingent upon the receipt of a final performance evaluation report on the prior contract as required under Revised Statute 39:1500.

The Internal Revenue Service (IRS) may find that this contract creates an employment relationship between your agency and the contractor. You should be advised that your agency is responsible for all taxes and penalties if such a finding is forthcoming. It is incumbent upon your agency to determine if an employee/employer relationship exists. Your agency must make the appropriate withholdings in accordance with law and IRS regulations, if applicable.

We appreciate your continued cooperation.

Sincerely,

A handwritten signature in cursive script that reads "Pamela Bartfay Rice".

Pamela Bartfay Rice, Esq.  
Assistant Director/Professional Contracts

A handwritten signature in blue ink, appearing to read "B. O. E.", written over the printed name of the State Contracts/Grants Officer.  
State Contracts/Grants Officer

Enclosures

**STATE OF LOUISIANA  
CONTRACT FOR ELEVATOR INSPECTIONS**

Be it known, that this contract is between the Office of Risk Management, Division of Administration, Office of the Governor, State of Louisiana, (hereinafter sometimes referred to as "ORM" or "State") and Lerch Bates Inspection Services, (hereinafter sometimes referred to as the "Contractor"), and represented by Perry Tim Isbell, Vice-President, do hereby enter into a contract under the following terms and conditions.

**SCOPE OF SERVICES**

Contractor hereby agrees to furnish qualified and certified personnel to provide the services on behalf of the State as listed in **Attachment "A" Scope of Services**.

**GOALS AND OBJECTIVES**

Goals of this contract are to provide qualified and certified personnel to inspect and test elevators and escalators at various locations throughout the State at the request of the owner and prepare and provide findings and recommendations in electronic form to the owner and to the Office of Risk Management.

**PERFORMANCE MEASURES**

The performance of this contract will be measured by Brett Beoubay, ORM Loss Prevention Manager or his designees, who are authorized on behalf of the State, to evaluate the Contractor's performance against the criteria in the attached Scope of Services.

**Outcome:** Each state-owned elevator and/or escalator shall receive any/all required semi-annual inspections (and associated tests), per ANSI 17.1, which have not yet been conducted during the term of this contract.

**Performance Indicator:** Contractor shall provide the State and the agency with a report of each item of vertical transportation (elevator/escalator) inspected and tested. Reports shall be submitted electronically and reviewed for completeness of testing, comprehensiveness of report, and quality of recommendations.

## **QUALIFICATIONS OF THE INSPECTION CONTRACTOR**

Inspection Contractor shall be an independent third party inspector and as follows:

1. Inspector Contractor and Contractor's Inspectors shall act as the representative of ORM in conformance with ASME A17.1-2013 edition section 8.11.1.1.1.
2. Inspection Contractor and Contractor's Inspectors shall comply with the Code of Ethics in conformance with ASME QE1-1 -2013 edition Appendix E.
3. Inspection Contractor shall have a minimum of 5 years in business as an elevator inspection company.
4. Inspection Contractor shall maintain a permanent office and provide a 24 hour, 7-day per week emergency contact.
5. Inspection Contractor shall be licensed to do business in the State of Louisiana.
6. Inspection Contractor shall provide the following minimum insurance: (See Attachment B).
7. Inspection Contractor shall provide Inspectors with all necessary tools, code books, training, and personal safety equipment necessary to perform his duties to the highest industry standards.
8. Where Conflicts of Interest are apparent or implied Inspection Contractor shall notify ORM prior to performing any work on Agency equipment. It is expected that Inspectors performing inspections or witnessing of tests will avoid even the appearance of a Conflict of Interest and will hold paramount the welfare and safety of the public.

## **MONITORING PLAN**

Brett Beoubay, ORM Loss Prevention Manager or his designee will verify inspection visit forms against submitted invoices, review submitted invoices against the State's database and approve the expenditure of funds under this contract.

## **TERM OF CONTRACT**

The term of the contract shall be scheduled to begin on **March 1, 2015** and terminate on **February 29, 2016**.

## **PAYMENT TERMS**

In consideration of the services required by this contract, ORM hereby agrees to pay the Contractor a maximum contract value of \$ **1,100,000.00** . Payments are predicated upon successful completion and written approval by ORM of the described tasks and deliverables as provided in Attachment A, Scope of Services. Payments will be made to the Contractor after written acceptance by ORM of the tasks and approval of an invoice. Payments will be made only on approval of Brett Beoubay, Loss Prevention Manager, or his designee based on the fee structure provided in Attachment C. ORM will make every reasonable effort to make payments within 30 days of the approval of invoice under a valid contract. During the execution of tasks contained in the Attachment A, Scope of Services, the Contractor may submit invoices, not more frequently than monthly.



If circumstances arise that are out of the control of the Contractor and will impact Contractor's performance, a clear explanation must be provided as soon as possible.

It is the Contractor's responsibility to provide written notification to the Office of Risk Management if authorized services and expenses are expected to exceed the contract maximum. Failure to provide written notification and obtaining approval prior to exceeding the contract maximum may result in non-payment of services and expenses which exceed the contract maximum.

## **TAXES**

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be consultant's obligation and identified under Federal tax identification number 37-1661560.

## **TERMINATION FOR CAUSE**

The State may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the state to cure the defect.

## **TERMINATION FOR CONVENIENCE**

The State may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

## **TERMINATION FOR NON-APPROPRIATION OF FUNDS**

The continuation of this contract is contingent upon the appropriation of funds for the Legislature to fulfill the requirements of the contract by the Legislature. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the

continuation of the contract, the contract shall terminate of the date of the beginning of the first fiscal year for which funds have not been appropriated.

### **REMEDIES FOR DEFAULT**

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA - R.S. 39:1524 -1526.

### **OWNERSHIP**

All records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall, upon request, be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.

### **NON-ASSIGNABILITY**

No Contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

### **SUBCONTRACTORS**

The Contractor may, with prior written permission from the State, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or State Agency for any breach in the performance of the Contractor's duties.

The State shall have a single prime Contractor, and that prime Contractor shall be responsible for all deliverables.

### **AUDITORS**

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of Contractor that relate to this contract.

## **DISCRIMINATION CLAUSE**

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and consultant agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

## **AMENDMENTS**

All amendments to the contract will be by mutual agreement of the contract parties and shall be in writing, and signed by duly authorized representatives of both parties and approved by the Director of Contractual Review, Division of Administration.

## **INSURANCE REQUIREMENT**

Contractor shall procure and maintain for the duration of the contract insurance as specified in Attachment "B" hereto.

## **SUBCONTRACTORS**

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

## **SPECIAL WARRANTIES, REPRESENTATIVES AND DUTIES**

The Contractor shall be required under the terms of the contract to make the following special warranties and representatives:

1. The personnel assigned by the Contractor to perform services shall be qualified to perform the assigned duties. The key staff shall be identified by name along with their education and work experience. Key personnel will not be removed from contract without prior notice to ORM. Key personnel will not be added to contract without prior approval of ORM. Resumes must be submitted with request for approval of additional personnel.

2. The Contractor assumes responsibility for its personnel providing services hereunder and will make all deductions for social security and withholding taxes, contributions for employment compensation funds, and shall maintain at the Contractor's expense all necessary insurance for its employees including, but not limited to workers' compensation and liability insurance.
3. The Contractor shall notify the ORM Loss Prevention Manager in writing fifteen (15) days prior to personnel changes removing any officer or key employee whose responsibilities include significant activities related to the contract.
4. The Contractor shall warrant that all agents, whether an officer or employee, will act in an independent capacity concerning the terms of the contract and will not act as or be considered employees of the State nor be entitled to any benefits or privileges accorded to public employees, insofar as such benefits and privileges are related to the contract.
5. Neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such party. Such acts shall include but not be limited to acts of God, strikes, riots, lockouts, acts of war, epidemics, governmental regulations superimposed after the fact, fire, communication line failures, power failures, earthquakes or other disasters.
6. ORM shall have the right to perform an independent organization audit or evaluate the firm's performance under the terms and conditions of the contract. (ORM has not contracted with an independent organization for this task, but will do so if the need arises.)

#### **CODE OF ETHICS**

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 421101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The contractor agrees to immediately notify the State if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

#### **GOVERNING LAW**

This contract shall be construed in accordance with and governed by the laws of the State of Louisiana.



## LIAISON

The Contractor will designate one or more persons from his staff who shall have the duty of acting as a point of contact with ORM to assure the expeditious execution of this agreement.

## SECURITY

The Contractor will at all times comply with all security regulations in effect at ORM which are made known in writing by ORM to the Contractor.

## ACCESS TO INFORMATION

ORM will allow the Contractor's personnel timely access to all necessary records, data and papers.

## RECORD RETENTION

The Contractor agrees to retain all records and other documents relevant to this contract in accordance with the Louisiana Public Records Law, LA R.S.44:1 et seq.


## CONFIDENTIALITY OF STATE INFORMATION

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this contract, or which become available to the Contractor in carrying out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective security requirements as are applicable to the State. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information that is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

## REPRODUCTION, PUBLICATION AND USE OF MATERIAL

ORM shall have unrestricted authority to reproduce, publish, distribute and otherwise use in whole or in part, any manuals, reports, data or other materials prepared in connection with this contract or in performance hereof.

## LERCH BATES, INC.

  
Perry Tim Isbell, Jr.

VP Strategic accounts/Director of Inspections  
Lerch Bates Elevator Consulting  
& Inspection Group


MAR 16 2015  
2/11/15

Perry Tim Isbell, Jr.  
Vice President  
Strategic Accounts

## OFFICE OF RISK MANAGEMENT

  
J. S. Thompson, Jr.

State Risk Director  
Division of Administration



Ben Huxen  
Executive Counsel  
Division of Administration



## **ATTACHMENT "A"**

### **SCOPE OF SERVICES**

#### **Overview/Purpose**

State offices are housed in various state-owned and leased buildings throughout the State. This contract will be for inspection of elevators, escalators, dumbwaiters, and handicapped lifts at various locations throughout the State. A complete List of locations can be viewed on ORM's website:

<http://doa.louisiana.gov/orm/excel/RFP2013ElevatorLocations.xlsx> and will be updated annually. It is the contractor's responsibility to check the web site periodically to ensure he/she is using the most updated information.

#### **Tasks and Services**

Inspection contractor shall provide the following administrative services with regard to this contract:

Contractor shall maintain a toll-free phone line, fax line, capability for electronic data interfacing and/or on site processing.

When deficiencies are noted in a regular inspection, and upon request by the agency and/or ORM, the contractor will make a compliance visit within 90 calendar days of the initial inspection to verify that all deficiencies have been corrected. Deficiencies will be corrected by the building owner and/or the elevator maintenance contractor.

1. Inspection Contractor must have the resources to track the deficiencies on a timetable and prioritize them for completion. Resources may include additional personnel, tracking computer software, etc.
2. Inspection contractor should communicate and coordinate with the building owner to expedite the correction of the deficiencies.
3. Inspection contractor must communicate with the elevator maintenance company, when needed, to fully explain the deficiencies and to express correction priorities.
4. Once deficiencies are corrected, inspection contractor must observe and/or re-inspect the elevator or escalator to verify corrections were completed satisfactorily.
5. Inspection contractor must report outcomes of the above duties to the building owner and the Office of Risk Management.

Contractor shall be prepared to provide testimony in support of findings and recommendations if requested to do so by the Office of Risk Management.

**Inspections related to insurance claims shall be specifically excluded for payment under this contract unless prior approval has been granted by the Office of Risk Management's Loss Prevention Manager or State Risk Administrator.**

## Regulations

1. Inspections and tests shall be performed to verify conformance, at the time of installation or alteration of the following applicable standards:
  - a. Local and State Building Codes and,
  - b. ASME A17.1 Safety Code for Elevators and Escalators,
  - c. ASME A18.1 Safety Standard for Platform Lifts and Stairway Chair Lifts
2. Inspections and tests shall be performed in compliance with the current edition of:
  - a. ASME A17.1 Safety Code for Elevators and Escalators Chapter 8,
  - b. ASME A17.2 Guide for Inspection of Elevators, Escalators and Moving Walks
  - c. ASME A18.1 Safety Standard For Platform Lifts and Stairway Chair Lifts - Chapter 10
3. Reporting shall be in conformance with ASME A17.2 Guide for Inspection of Elevators, Escalators and Moving Walks and shall include the A17.2 checklist format
  - a. Reports for Platform and Chair lifts shall conform to ASME A18.1 Safety Standard For Platform Lifts and Stairway Chair Lifts - Chapter 10
4. Inspectors shall be required to maintain a current QEI certification issued by an organization meeting the current standards described in the current edition of ASME A17.1 8.11, and shall be certified by an accredited certifying organization set forth in the current edition of ASME QEI-1, and shall carry proof of that certification at all times on the job site (see QEI-2013 appendix C)
  - a. Inspector shall maintain a means of two-way phone communication on his person at all times.
  - b. Inspectors are required to provide their own Personal Protective Equipment (PPE) and perform their duties in conformance with the latest edition of the Elevator Industry Field Employees Safety Handbook (published by Elevator World Inc. – See also A17.1 Introduction part 7)
5. Inspections and witnessing of tests shall be performed at a frequency of **not less than** the recommended frequency in the current issue of ASME A17.1 Appendix N.

## Reporting Requirements

1. Reports shall be provided to ORM via web site within 10 days of inspection/test.
2. Reports shall be provided in compliance with the latest edition of ASME A17.2 and shall include the A17.2 check list. (Check List samples are available on the ASME website [www.asme.org](http://www.asme.org))
3. Reports shall include but are not limited to the following:
  - a. Location
  - b. Date of inspection/test

- c. Type of equipment:
  - i. Electric or Hydraulic
    - a) Elevator, Escalator, Moving Walk, Platform Lift, Stairway Chair lift, or Material Lift
    - b) Code standard and edition inspected/tested to
- d. Where non-compliant items are found report shall indicate:
  - i. Specific ASME A17.1 code reference.
    - a) Where controller is not provided with a code data plate as required by ASME A17.1 section 8.9.1, inspector shall inspect to a likely edition of the code and indicate the missing code data plate as being non-conforming to this code reference.
  - ii. Specific ASME A17.2 Item number or A18.1 Chapter 10 reference
  - iii. Non-compliance shall be based on the A17.1 code or A18.1 standard edition at the time of installation or alteration or where indicated in ASME A17.1 Chapter 8.
  - iv. Where indicated by the Louisiana State Fire Marshal's office, retroactive requirements shall be inspected and indicated as non-compliant. See Fire Marshall's website for current and future references:  
[http://sfm.dps.louisiana.gov/fi-fd\\_elevator.htm](http://sfm.dps.louisiana.gov/fi-fd_elevator.htm)

## **Scheduling**

1. Within 30 days of contract award, and then quarterly thereafter, the contractor shall provide the following to ORM:
  - a. A proposed schedule for semi-annual inspections and annual tests. As indicated note where annual Category 1 testing will also include Category 3 or Category 5 test.
  - b. Inspection and test frequency shall be not less than the recommended frequency indicated in the latest State referenced edition of ASME A17.1 appendix N.
  - c. Inspections for all units except Material Lifts shall be not less than every 6 months (twice annually)
    - i. Inspections may be done at the same time as test witnessing however the contractor may not exceed the required frequency by more than 30 calendar days.
  - d. Test witnessing shall be scheduled as follows:
    - i. An annual category 1 test for every unit (once per year)
    - ii. Where category three or category 3 or 5 tests are required they will be performed in conjunction with the regular category 1 test schedule

- iii. Where specifically requested by the Agency and approved in advance by ORM:
      - a) Witnessing of Acceptance Testing on an as needed basis.
      - b) Witnessing Emergency Operation testing (Fire Service and/or Emergency Power) on an as needed basis.
      - c) ORM will notify contractor within 10 business days when either Acceptance or Emergency Operation testing is planned and contractor shall verify date and time with Agency prior to service.
- 2. Contractor is required to verify acceptance of scheduling with each Agency. Agency may require a revised schedule to avoid conflict with events.
  - a. Contractor shall verify scheduling with Agency not more than 30 days prior to the scheduled test or inspection.
  - b. Agency is responsible to provide access to equipment for inspection and test and notify contractor if equipment is not in service within 24 hours before scheduled test or inspection.
    - i. Where contractor is not notified of "out of service" equipment prior to arrival contractor may bill for a fee not greater than the contractor's periodic inspection rate as indicated on the fee schedule.
  - c. Agency is responsible to provide qualified elevator personnel as described in ASME A17.1 to perform tests. Inspector is permitted only to witness testing as defined by ASME A17.2 and QEI-1, all testing is to be done by the Agency's maintenance contractor.

## **Performance of Duties**

- 1. Upon arrival at job site inspector shall contact site representative and shall log his/her time in and out on a visit verification form and provide phone number for emergency contact while on site.
- 2. Inspector shall provide Agency representative proof of current QEI certification which shall include a photo identification (See QEI-1 Appendix C).
- 3. All work shall conform strictly to the guidelines as described in the latest issue of ASME A17.2
  - a. Where controller is not provided with a code data plate as required by ASME A17.1 section 8.9.1, inspector shall inspect to a likely edition of the code and indicate the missing code data plate as being non-conforming to this code reference.
- 4. Inspector shall provide his own Personal Protective Equipment.
- 5. Inspector shall have in his possession at all times, and conform, to the current issue of the Elevator Industry Field Safety Handbook (See A17.2 Introduction part 7).
- 6. Inspector shall provide tools for testing and inspection as indicated in ASME A17.2 Introduction Part 7.
- 7. Inspector shall maintain a means of two-way communication at all times on job site.



8. Inspections:

- a. Agency shall provide access to elevator equipment including machine rooms, machine spaces, pits, cars, car tops and hoistway. Where necessary the inspector shall provide adequate signage on equipment and at hall stations to notify the public that the elevator is out of service for inspection.
- b. Inspector shall provide "out of service" signs at each landing before removing unit from service.
- c. Inspector shall provide barricades before opening hoistway doors to unprotected elevator shaft entrances or escalator landings.
  - i. Where an inspection is not completed for any of the following reasons ORM shall be contacted immediately:
    - a) Elevator is not in service upon arrival to site
    - b) Agency cannot provide adequate access to equipment for inspection.
      - 1. Where inspection indicates that Category 1, 3 or 5 testing of equipment is overdue it shall be indicated as being non-compliant.

9. Test witnessing:

- a. Agency shall provide qualified trained elevator personnel to perform all testing. Inspector is responsible to witness and certify compliance. Inspector is solely responsible to verify compliance with the applicable codes and may not certify testing for which he did not personally witness.
- b. Additionally, Annual certification shall include
  - i. Check of Fire Service as described in ASME A17.1 section 8.6.11.1
  - ii. Check of two way communication.
  - iii. Check of emergency lighting and communication (alarm bell).
- c. Failure to complete testing:
  - i. Where a test is not completed for any of the following reasons inspector shall notify ORM immediately:
    - a) Maintenance contractor is not qualified or prepared to perform testing.
    - b) Maintenance Control Program as described in ASME A17.1 section 8.6.1.2.1 including test procedure and or schematic drawings are not available to perform test.

10. Elevators removed from service for non-compliance

- a) Where inspector determines through inspection that an immediate danger to the public may occur the inspector shall respond as follows:
  - i. Notify ORM immediately at: 225-342-8532 or 225-342-8580.
  - ii. Notify on site Agency representative immediately
  - iii. Inspector shall **not** install lock/out tags or remove the elevator from service. This is the sole responsibility of the Agency or Agency's representative.

## **Deliverables**

### **The Contractor shall provide:**

Within 30 days of contract award, the contractor shall provide the following to ORM:

1. A proposed schedule for semi-annual inspections and annual tests noting where annual Category 1 testing will also include Category 3 or Category 5 tests.
2. Inspection and test frequency that shall be not less than the recommended frequency indicated in the latest State referenced edition of ASME A17.1 appendix N.
3. Reports shall be provided to ORM via web site within 10 days of inspection/test.
4. Any/all calculations, data, or other information required and approved by ORM in order to effect timely payment of invoices and/or for justification of amendments.

## **ATTACHMENT "B"**

### **INSURANCE REQUIREMENTS FOR CONTRACTORS**

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

#### **A. MINIMUM SCOPE AND LIMITS OF INSURANCE**

##### **Workers Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of Louisiana. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

##### **Commercial General Liability**

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations Liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

##### **Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

##### **Professional Liability (Errors and Omissions)**

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no later than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 24 months from the expiration date of the policy.

## **Blanket Fidelity Bond OR Crime Coverage, including Employee Theft**

Blanket Fidelity Bond Coverage shall have a minimum limit per occurrence of \$25,000 and shall be for the benefit of the State of Louisiana for loss resulting from dishonesty of Contractor's employees that are engaged in performing work under this contract. A Blanket Crime insurance policy, with a minimum of \$25,000 per occurrence for Employee Theft and endorsed to include the State of Louisiana as a named insured, is acceptable in lieu of the fidelity bond.

## **B. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and accepted by the Office of Risk Management. The Contractor shall be responsible for all deductibles and self-insured retentions.

## **C. OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

### **1. General Liability and Automobile Liability Coverages**

- a. The State of Louisiana, State Departments, State Agencies, State Boards and Commissions, its officers, agents, servants, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to The State of Louisiana, State Departments, State Agencies, State Boards and Commissions, its officers, agents, servants, employees and volunteers
- b. The Contractor's insurance shall be primary as respects the State of Louisiana, State Departments, State Agencies, State Boards and Commissions, its officers, agents, servants, employees and volunteers. Any insurance or self-insurance maintained by the State shall be excess and non-contributory of the Contractor's insurance.
- c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

### **2. Workers Compensation and Employers Liability Coverage**

The insurer shall agree to waive all rights of subrogation against the State of Louisiana, State Departments, State Agencies, State Boards and Commissions, its officers, agents, servants, employees and volunteers for losses arising from work performed by the Contractor.



### 3. All Coverages

- a. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Office of Risk Management. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.
- b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the State of Louisiana, State Departments, State Agencies, State Boards and Commissions, its officers, agents, servants, employees and volunteers for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the State of Louisiana, State Departments, State Agencies, State Boards and Commissions, its officers, agents, servants, employees and volunteers.

#### **D. ACCEPTABILITY OF INSURERS**

All required insurance shall be provided by a company or companies lawfully authorized to do business in the State of Louisiana. Insurance shall be placed with insurers with a A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

#### **E. VERIFICATION OF COVERAGE**

Contractor shall furnish the Office of Risk Management with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Office of Risk Management before work commences and upon any contract renewal thereafter.

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The Office of Risk

Management reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Office of Risk Management, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

#### **F. SUBCONTRACTORS**

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Office of Risk Management reserves the right to request copies of subcontractor's Certificates at any time.

#### **G. WORKERS COMPENSATION INDEMNITY**

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, State Departments, State Agencies, State Boards and Commissions, its officers, agents, servants, employees and volunteers as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, State Departments, State Agencies, State Boards and Commissions, its officers, agents, servants, employees and volunteers harmless from any such assertion or claim that may arise from the performance of this contract.

#### **H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT**

Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, State Departments, State Agencies, State Boards and Commissions, its officers, agents, servants, employees and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out

of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, State Departments, State Agencies, State Boards and Commissions, its officers, agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

## ATTACHMENT "C"

### STATE OF LOUISIANA ELEVATOR INSPECTION EMERGENCY CONTRACT FEE AND COST SCHEDULE

- 1) Price per unit for inspections (twice annually) Hydraulic \$473.00 Traction \$573.00
- 2) Price per unit for 90-day re-inspections (where requested by ORM or Agency)  
\$110.00
- 3) Additional price (percentage increase) per unit for work done outside normal working hours (M-F 7am-5pm) where specifically requested by ORM. Per Hour \$180.00
- 4) Price per hour for witnessing of testing \$120.00
- 5) Additional price (percentage increase) for test witnessing done outside normal working hours (M-F 7am-5pm) where specifically requested by ORM.  
Per Hour \$180.00
- 6) Price per hour for onsite consulting<sup>1</sup> based on 100 hours per year where specifically requested by ORM. \$225.00
- 7) All prices shall include travel, expenses and administration.

Note: All testing to be performed by elevator service provider.

<sup>1</sup> Does not include plan review and/or guideline specifications, neither of which are covered by this contract.